

Exhibit B

eCommission Active Listing Advance Agreement

Date: January 24, 2023
 Transaction Number: 23-404058

Executed By And Between:

eCommission Financial Services, Inc ("eCommission")
 11612 Bee Caves Rd, Bldg II, Ste 200
 Austin, TX 78738

AND

Dylan Burgess ("Agent") -and-
 JP & Associates Realtors ("Broker")
 6136 Frisco Square Blvd., Ste 200
 Frisco, TX, 75034

Transaction Particulars

Due Date: March 25, 2023

Listing: 404 E Lovers Lane - Arlington, TX, 76010 ("Listing")

Pursuant to a listing agreement ("Listing") on the property referenced above, JP & Associates Realtors ("Broker") is earning a sales commission in an expected amount of not less than \$2,025.00 ("Purchased Commission"), in which Dylan Burgess ("Agent") has an interest.

- Broker hereby sells to eCommission its right, title and interest in and to the Agent's interest in the Purchased Commission for a purchase price of \$1,480.00 (the "Purchase Price").
- As a financial accommodation to the Agent, Broker hereby requests that eCommission pay the Purchase Price to Agent.
- As an inducement to (i) purchase the Purchased Commission, and (ii) Broker to direct eCommission to pay the Purchase Price to Agent, Agent and Broker irrevocably agree to sell and assign the next commission payable to Agent by Broker as a result of the purchase or sale of any real property for which Agent is entitled to receive a commission.
- eCommission's purchase of the Commission shall be deemed to be a true purchase of an account receivable with transfer of title pursuant to Texas Financial Code Section 306.103(b) and shall not be deemed to be a loan arrangement or secured transaction.

Representations and Warranties

Broker and Agent warrant and represent that: (i) Agent is an independent contractor and not an employee of Broker. (ii) At this time is not the subject of a bankruptcy proceeding. (iii) There are no disputes, claims, setoffs, liens or defenses, or any other matter which would adversely affect or delay the payment of the Purchased Commission to eCommission, (iv) the Purchased Commission will be due and payable on or before March 25, 2023 the ("Due Date") using the closing of the above referenced listings or next commission(s) earned, and (v) the Purchased Commission is conveyed to eCommission free and clear of all encumbrances and claims of third parties. Agent further warrants that the Agent will use the proceeds received from eCommission in connection with this purchase of the Purchased Commission for business purposes only, with no portion of such proceeds to be used for any personal, family or household purposes.

Notice of Assignment

The Agent has assigned its present and future accounts, including but not limited to all commissions owing by Broker to Agent, to eCommission. **The Purchased Commission is to be repaid therefore, using commissions earned from Agent's next sale, regardless of the property address associated with the sale.** Pursuant to Section 9-406 of the Uniform Commercial Code, to the extent that Broker is now indebted or may in the future become indebted to the Agent for a commission, payment thereof must be made payable to us and not to the Agent or any other entity. The payment should be sent to eCommission at 11612 Bee Caves Rd, Bldg II, Ste 200, Austin, TX, 78738. This assignment may only be revoked by a writing signed by an officer of eCommission.

Limited Liability of Agent's Broker

Other than the obligations set forth above with respect to future commissions earned by Agent, Broker shall have no obligation with respect to repayment of the Purchased Commission on behalf of the Agent.

Funding Information

The following is a detailed summary for your records.

Purchase Price:	\$1,480.00	(Net Advance to Agent)
Advance Fee:	\$545.00	

Purchased Commission:	\$2,025.00	(Due on Due Date)

Broker and Agent: Sign here please

DocuSigned by:
 Agent: Dylan Burgess
 0827366726D9454...
 Dylan Burgess
 DocuSigned by:
 Broker: Tony Delgado
 3469CF5E1060483... associates Realtors

Active Listing Advance Agreement, continued**Fees and Extension Fees**

Agent shall pay eCommission a \$545.00 Advance Fee to be deducted from the Purchased Commission. The Advance Fee pays for this advance up until the Due Date, or 60 days from the Contract Date. If the Purchased Commission is not paid to eCommission by the Due Date it will be considered late. The Agent shall then pay a fee ("Due Date Expiration Fee"), equal to \$8.66 per day (the "Daily Rate") which will be added to the Purchased Commission creating the Total Payment amount to be received by eCommission for so long as the listing remains active but not to exceed 240 days from the Due Date or until such time as Agent provides formal written notification to eCommission of the listing's cancellation signed by the Seller.

Events of Default

Any one or more of the following events shall constitute an event of ("Default"). (i) if any misrepresentation exists now or hereafter in any warranty or representation made to eCommission by Agent; (ii) if agent switches companies (iii) if Agent receives any whole or portion of the Purchased Commission directly or indirectly and has not immediately delivered the funds without deduction or offset, or (iv) if Agent fails to make any Due Date Expiration Fee payment called for under this Agreement. In the event of Default, eCommission shall cause Agent's Broker to pay the Purchased Commission plus all other accrued and unpaid Fees out of Agent's subsequently earned commission(s) and/or payment right(s).

Grant of Security Interest

As collateral securing Agent's obligations hereunder, Agent grants to eCommission a continuing security interest in Agent's now owned and hereafter acquired accounts, including but not limited to all current and future commissions earned by Agent, regardless of brokerage affiliation. Agent authorizes any balance due and owing to eCommission arising from any separate accounts purchased by eCommission to be added to the Purchased Commission up to the Commission due to the Agent.

Applicable Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules. This Agreement shall not be binding until accepted by eCommission at its principal offices in Travis County, Texas. All sums and obligations to be paid or performed hereunder shall be paid or performed in Travis County, Texas, which shall be the exclusive venue for actions hereunder.

Attorneys' Fees

In the event of any litigation to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of court from the other party.

Miscellaneous

Should any part of this Agreement be determined by a court to be illegal or in conflict with applicable law, the validity of the remaining provisions shall not be affected by such determination. This Agreement may be executed in counterparts, each of which shall be considered and shall constitute an original and together with all other documents required, be executed and transmitted by facsimile or electronically and shall be in their entirety considered as original documents.

Protection of Interest

Agent agrees that eCommission may perfect its purchase of the Commission by filing appropriate notices in the public records, including, but not limited to, a copy of the Agreement and a UCC-1 financing statement.

Arbitration Agreement

In order to gain the benefits of a speedy, impartial, and cost-effective dispute resolution procedure, and for good and valid consideration as covenanted herein, and intending to be legally bound, eCommission and Agent agree that, except as otherwise provided herein, at the election of any party, all disputes and claims for which a court otherwise would be authorized by law to grant relief, in any manner, that Agent and may have, now or in the future, of any and every kind or nature whatsoever with or against eCommission, any of eCommission's affiliated or subsidiary companies, members, owners, joint venturers, and/or any of eCommission's managers, directors, officers, employees or agents (collectively "Buyer Parties"), shall be submitted to the American Arbitration Association ("AAA") to be resolved and determined through final and binding arbitration according to the Commercial Arbitration Rules of the AAA. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, a party may commence an arbitration proceeding with AAA. eCommission will promptly reimburse Agent any arbitration filing fee. If the arbitrator finds that either the substance of the claim raised by Agent or the relief sought by Agent is improper or not warranted, as measured by the standards set forth in Federal Rule of Procedure 11(b), then eCommission will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to the Agent that is equal to or greater than the value of what eCommission has requested in the arbitration, eCommission shall reimburse Agent for that person's reasonable attorneys' fees and expenses incurred for the arbitration. Agent agrees that, by entering into this Agreement, they are waiving the right to trial by jury. EACH PARTY MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void.

Agent: Sign here please

DocuSigned by:
Agent: Dylan Burgess
0827366726D9454...
Dylan Burgess